

SAMPLE COOPERATIVE ENDEAVOR AGREEMENT

This sample is adaptable for use by Louisiana state agencies. Additional clauses may be added as required by the individual agency's needs and which should be used in a cooperative agreement.

STATE OF LOUISIANA

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR, made and entered into this *(enter date)* day of *(enter month)*, 19*(enter year)* by and between *(agency name)* of the State of Louisiana, hereinafter referred to as the "State", and *(name of contractor)* officially domiciled at *(enter address including city state and zip code)* hereinafter referred to as the "Contracting Party."

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ...; "and

WHEREAS, the agency desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided;

WHEREAS, the public purpose is described as:

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Scope of Services

Contractor hereby agrees to furnish the following services:

(if the Scope of Services is more lengthy than will fit here, it may be attached separately, referenced and incorporated herein. must include a description of the specific goals and objectives, deliverables, performance measures, and a monitoring plan.)

Payment Terms

In consideration of the services described above, state hereby agrees to pay the Contractor a maximum fee of *(enter maximum amount of contract \$_____)*. Payment will be made only on approval of *(Name of authorized person)*.

If progress and/or completion to the reasonable satisfaction of the agency is obtained, payments are scheduled as follows:

(include payment terms here)

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number (*tax id number*).

Termination Clause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

Termination for Convenience

The State may terminate the Contract at any time by giving thirty(30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

Nonassignability

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such

assignment or transfer shall be furnished promptly to the State and the Office of Contractual Review.

Auditors Clause

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

Term of Contract

This contract shall begin on (*beginning date*) and shall terminate on (*ending date*).

Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of (*enter date*).

WITNESSES SIGNATURES:

STATE AGENCY SIGNATURES:

_____ By: _____

_____ Title: _____

CONTRACTOR SIGNATURE:

_____ By: _____

_____ Tax I.D. #

_____ Telephone:

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Last modified: 6/7/1999

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Baton Rouge, LA, USA

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